The rule is often broadly stated that where associations, voluntary or incorporated, have provided tribunals for the redress of grievances a member must exhaust those remedies before seeking relief in court. *Hickey v. Baine* (1907) 195 Mass. 446, 81 N. E. 201; *Pixley v. Cleaver* (1920, Neb.) 181 N. W. 138; *Loeffler v. Modern Woodmen* (1898) 100 Wis. 79, 75 N. W. 1012. This is without doubt the rule as to voluntary associations where no property rights are involved, and when the procedure is in good faith, according to the rules of the order and not in violation of municipal law, and it is only to determine those requirements that the courts will interfere at all. *Zeliff v. Knights of Pythias* (1891) 53 N. J. L. 536, 22 Atl. 63; *Willis v. Davis* (1921, Tex. Civ. App.) 233 S. W. 1035. But the courts have been reluctant to recognize any abridgment of a right of access to them for the enforcement of property or contractual rights. See *Bauer v. Samson* (1885) 102 Ind. 262, 1 N. E. 571; *Keefe v. Women's Order* (1896) 162 Ill. 78, 44 N. E. 401. A few jurisdictions entirely deny such a power of abridgment by the lodge contract. *Kelly v. Trimont Lodge* (1910) 154 N. C. 97, 69 S. E. 764. And the majority of the states will not uphold a stipulation in the lodge contract if it tends to oust the courts of entire jurisdiction by making the decisions of the tribunals of the order conclusive. *Zaremba v. Int'l Harvester Corp.* (1916) 162 Wis. 231, 155 N. W. 114; *Bauer v. Samson, supra; contra, Fillmore v. Great Camp* (1895) 109 Mich. 13, 61 N. W. 785. Where the provision for appeal is merely permissive the better rule seems to be that the aggrieved party is not bound to exhaust his remedies within the order before appealing to the court. 2 Bacon, *Life & Accident Ins.* (4th ed. 1917) sec. 624; *Grand Lodge v. Grogan* (1829) 44 Ill. App. 111. Since under the rules of contractual construction, the contract of a mutual benefit society must be construed against it and in favor of the member, to impose upon a member the duty of exhausting the remedies within the order before appealing to the courts, where he has not expressly agreed to do so, seems to violate this rule of construction and vary the terms of the contract. The basis of the decision in the principal case carries with it the weight of authority. *Rueb v. Rehder* (1918) 24 N. M. 534, 174 Pac. 995; *Keefe v. Women's Order, supra.* But it is submitted that the court might well have held that the plaintiff was under no duty first to exhaust the remedies within the order irrespective of the void judgment.

EQUITY—CHURCH PROPERTY—POWER OF MAJORITY TO CHANGE DOCTRINE AND RETAIN CONTROL.—In 1905 a group established and obtained a charter for "St. Michael's Greek Catholic Church." In 1919 the church trustees, with the approval of a majority of the members, appointed a pastor who changed the form of worship to the Russian Orthodox faith and refused admission to the priest appointed by the bishop of the Greek Catholic Church. The minority brought suit to restrain the action of the trustees, and to determine who should have the use and control of the church property. *Held,* that the trustees must admit the Greek Catholic priest, but that the property should remain in their custody. *Chrapko v. Kobasa* (1921, Pa.) 114 Atl. 254.

It is well settled that unless civil or property rights are involved, courts will not pass upon differences between contending factions of a church. *Stallings v. Finney* (1919) 287 Ill. 145, 122 N. E. 369. And the ecclesiastical and doctrinal questions will only be inquired into so far as may be necessary to determine the property rights of the parties. *Mendelsohn v. Gordon* (1913, Tex. Civ. App.) 156 S. W. 1149; *Gibson v. Singleton* (1919) 149 Ga. 502, 101 S. E. 178. If a religious organization has a tribunal with jurisdiction to decide differences between its members as to creed or doctrine, the majority of courts will accept the judgment of the church tribunal as conclusive upon them. *Manning v. Yeager* (1919) 203 Ala. 185, 82 So. 435; *Presbyterian Church v. Lincoln First*

Cumberland Presbyterian Church (1910) 245 Ill. 74, 91 N. E. 761; *Krecker v. Shirey* (1894) 163 Pa. 534, 30 Atl. 440. A few courts regard the decision of a church tribunal as establishing a mere presumption which is not conclusive upon them in the settlement of property rights. *Monk v. Little* (1916) 122 Ark. 11, 182 S. W. 511. The instant case is in accord with the almost universal rule that the majority faction of a church cannot divert the property to another denomination or to the support of doctrines radically and fundamentally opposed to the characteristic doctrines of the original faith, to which a minority still clings. *Baptist City Mission Soc. v. People's Tabernacle Congregational Church* (1918, Colo.) 174 Pac. 1118; *Lindstrom v. Tell* (1915) 131 Minn. 203, 154 N. W. 969; *Kicinko v. Petruska* (1917) 259 Pa. 1, 102 Atl. 286. Where no particular doctrine is designated in a deed or grant to trustees, the nature of the trust is ascertained by reference to the circumstances, such as, the denominational name, the doctrine actually taught at the time, and the length of time such a doctrine has continued to be taught without interruption. *Hale v. Everett* (1868) 53 N. H. 9; *Lindstrom v. Tell, supra.*

EVIDENCE—NEGLIGENCE—ADMISSIBILITY OF SIMILAR ACCIDENTS.—The plaintiff sued the municipality for damages to an automobile driven against an unlighted concrete wall at the end of a bridge. The testimony of the police officer on the beat as to the number of accidents that had occurred at this place was rejected. *Held,* that it was not error to exclude testimony of other accidents at the same place in the absence of evidence that the same weather conditions prevailed. *Charles v. Mayor, etc., of Baltimore* (1921, Md.) 114 Atl. 565.

There is considerable conflict as to the admissibility of evidence of previous accidents at the same place to prove negligence on a particular occasion. *Phillips v. Willow* (1887) 70 Wis. 6, 34 N. W. 731; *Kress & Co. v. Markline* (1918) 117 Miss. 37, 77 So. 858. Some courts, considering such evidence as raising too many collateral issues, have held it entirely incompetent. *Williams v. Inhabitants of Winthrop* (1913) 213 Mass. 581, 100 N. E. 1101. A comparison of the decisions with a careful distinguishing of the facts will reconcile a great number of the cases. The admissibility of such evidence is best determined by its probative bearing on the case before the court. (1911) 32 L. R. A. (N. S.) 1104, note. The majority apply the test of relevancy. 1 Jones, *Evidence* (Horwitz ed. 1913) sec. 163, 164. So where the court has thought the testimony of previous accidents to be irrelevant and more collateral than probative, it has been rightly excluded. *Langworthy v. Green* (1891) 88 Mich. 207, 50 N. W. 130; *Barrett v. Hammond* (1894) 87 Wis. 654, 58 N. W. 1053. But such evidence is admitted by the majority of courts also to show notice of the dangerous character of the place of the accident. *District of Columbia v. Armes* (1883) 107 U. S. 519, 2 Sup. Ct. 840; *Kress & Co. v. Markline, supra.* However, testimony as to the absence of previous accidents at the same place and from the same cause is usually excluded as too remote and as raising too many collateral issues. *Cochran v. Kankakee Co.* (1913) 179 Ill. App. 437. Previous accidents, if relevant, are not objectionable on the mere ground of surprise. *Smith v. Seattle* (1903) 33 Wash. 481, 74 Pac. 674. Certainly, to be relevant, the previous accidents must have occurred under conditions similar to those in the case before the court. *Samuels v. Ry.* (1912, Tex. Civ. App.) 150 S. W. 291; *Chesapeake Ry. v. Kellys Adm'x* (1914) 160 Ky. 296, 169 S. W. 736. The trial court correctly used its discretion in excluding the evidence.

INJUNCTIONS—CONTINUED TRESPASS TO PERSONAL PROPERTY—BALANCE OF CONVENIENCE.—The defendant railroad seized coal shipments in transit whenever its own supply was interfered with by labor troubles. The defendant always offered